

STATE OF SOUTH CAROLINA

Service Agreement and Transportation Agreement  
between South Carolina Electric & Gas Company and  
House of Raeford Farms, Inc.

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2010-268-G

(Please type or print)

Submitted by: K. Chad Burgess

SC Bar Number: 69456

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Cayce, SC 29033-3701

Other: \_\_\_\_\_

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)

- ☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously
- ☐ Other: \_\_\_\_\_

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

RECEIVED

POC SC  
MAIL ROOM



K. Chad Burgess  
Assistant General Counsel

[chad.burgess@scana.com](mailto:chad.burgess@scana.com)

August 3, 2010

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive (29210)  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: Service Agreement and Transportation Agreement between South Carolina  
Electric & Gas Company and House of Raeford Farms, Inc.


Dear Ms. Boyd:

Enclosed for filing only is Amendment Two regarding the service agreement for natural gas on an interruptible basis and Amendment One to the transportation agreement between South Carolina Electric & Gas Company and House of Raeford Farms, Inc.

By copy of this letter, we are providing counsel for the South Carolina Office of Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,



K. Chad Burgess

KCB/kms  
Enclosures

cc: Jeffrey M. Nelson, Esquire  
(via U.S. First Class Mail w/enclosure)

AMENDMENT TWO TO SERVICE AGREEMENT

This Amendment Two, made and entered into this 17<sup>th</sup> day of May, 2010, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and HOUSE OF RAEFORD FARMS, INC., its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Buyer purchases natural gas from Seller's system supply under the terms of a Service Agreement dated May 8, 1996, and as amended on August 29, 2006, and

WHEREAS, Buyer and Seller have agreed to amend the Service Agreement between Columbia Farms, Inc. and Seller to reflect a name change to House of Raeford Farms, Inc.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment Two shall become effective on May 1, 2010.
- B. The term of this Amendment Two shall be the same as the term of the Service Agreement currently in effect.
- F. No other provisions of the Service Agreement between Seller and Buyer are altered by this Amendment Two.

IN WITNESS WHEREOF, this Amendment Two to Service Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

HOUSE OF RAEFORD FARMS, INC.

Buyer

[Signature]

By

Assistant Complex Manager

Title

5-8-10

Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller

[Signature]

By Martin K. Phalen

VICE PRESIDENT - GAS OPERATIONS

Title

5/17/10

Date

ORIGINAL

This original  
to be returned  
to SCE&G Company

AMENDMENT ONE TO TRANSPORTATION AGREEMENT

This Amendment One, made and entered into this 24<sup>th</sup> day of May, 2010, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and HOUSE OF RAEFORD FARMS, INC., its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of a Transportation Agreement dated May 8, 1996, and

WHEREAS, Buyer and Seller have agreed to amend the Transportation Agreement between Columbia Farms, Inc. and Seller to reflect a name change to House of Raeford Farms, Inc., as well as to incorporate creditworthiness language and assignment language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment One shall become effective on May 1, 2010.
- B. Paragraph 15 – CREDITWORTHINESS is added as follows:

15. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Buyer agrees to assist in these reviews by providing financial information and at the request of the Seller, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

- C. Paragraph 16 - ASSIGNMENT is added as follows:

16. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion.


- D. The term of this Amendment One shall be the same as the term of the Transportation Agreement currently in effect.

- E. No other provisions of the Transportation Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Transportation Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

HOUSE OF RAEFORD FARMS, INC.

Buyer



By

*Assistant Complex Manager*

Title

*5-8-10*

Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller

STUCKEY J. STOUDEMIRE  
GENERAL MANAGER GAS OPERATIONS

By Martin K. Phalen

VICE PRESIDENT - GAS OPERATIONS

Title

*5-24-10*

Date